REMARKS/ARGUMENTS

This Amendment is in response to the Office Action dated January 5, 2004. Claims 1-43 are pending in the present application. Claims 1-43 have been rejected. Claims 1, 5, 9, 16, 23, 27-29, and 36 have been amended to further define the scope and novelty of the present invention, as well as to correct typographical and grammatical errors. Support for the amendments to the claims is found throughout the specification, and in particular in the Summary, and on page 6, line 17, to page 7, line 5. Applicants respectfully submit that no new matter has been presented. Accordingly, claims 1-43 remain pending. For the reasons set forth more fully below, Applicants respectfully submit that the claims as presented are allowable. Consequently, reconsideration, allowance, and passage to issue are respectfully requested.

Claim Rejections - 35 U.S.C. §112

The Examiner has stated:

> Claims 1-8 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.
> Claim 1 contains the phrase: "accessing ... by a browser without downloading software." It is clear from the Disclosure that "browser" is meant to imply an Internet browser that downloads web pages. Web pages are configured in Hypertext mark up language (HTML) code, and the dependent claims are explicit about this. A web page accessed by a browser is clearly downloaded software. There is no guidance or support in the Disclosure as to a browser that can be used without downloading software during the process of access.
> The browser itself and any other software applied by a user or in any layer of any service system, if not configured in hardware, can be installed and/or implemented from many sources, wherein the term "download" only implies that access is via a network at some point. There is no guidance in the Disclosure concerning the significance of the original source of the software used for access, and thus, its download is not precluded. ...
> Claims 1-43 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

As to claims 1-8, the phrase, "without d wnl ading software" is ambigu us, unspecific, and unclear. [See above.] In the interest of c mpact prosecution, this phrase is given no patentable weight.

As t claims 1-43, it is not clear what is intended by "a database as a service," in view of the utility of any database. It is considered that all databases are managed to perform customer-based or user-oriented functions, and thus are a service. In the interest of compact prosecution, no patentable weight is given to this term. ...

In response, claims 1, 5, 9, 16, 23, 27-29, and 36 have been amended to address the above-referenced rejections. Specifically, the term "software" has been replaced with the term "database software." Also, the phrase "as a service" has been deleted. Applicants respectfully submit that claims 1, 5, 9, 16, 23, 27-29, and 36, as amended, now comply with 35 U.S.C. 112, first and second paragraphs.

Claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43 depend from claims 1, 5, 9, 16, 23, 29, and 36, respectively. Accordingly, Applicants respectfully submit that these claims are also definite under 35 U.S.C. 112, first and second paragraphs, for at least the same reasons as claims 1, 5, 9, 16, 23, 29, and 36.

Claim Rejections - 35 U.S.C. §102

The Examiner has stated:

Claims 23-27 are rejected under 35 U.S.C. 102(a) as being anticipated by Bowman-Amuah (Bowman), US 6,289,382, 11 September 2001. ...

As to claims 23-24, the general format of presentation layer, application layer, and DB layer was standard and common in the art at the time of the invention, and taught extensively by Bowman. [See COL 21 line 58 and after.] ...

As to claim 26, Bowman addresses a variety of commands at a number of levels. In particular, the BACKGROUND discusses the standard protocol in which commands from a web UI are further processed to retrieve data from a server, which acts as a database. Any database by its nature retrieves data (records) such as a document by use of internal commands, and thus has the function of combining the directive command with the retrieval commands. By the nature of the Web, the result is provided in the form of HTML code to the web server.

Claim 27 differs from the combination of 23-26 in very minor ways, if at all. ...

Applicants respectfully traverse the Examiner's rejections. For the Examiner's

convenience, amended independent claim 23 is reproduced in its entirety herein below.

Claim 23

23. (currently amended) A database service comprising:
a presentation layer, the presentation layer including a browser, a web server coupled to the public network and a web application platform coupled to the web server;
an application layer comprising a user interface (UI) application, the UI application is executed on the web application platform and is capable of communicating with the browser through a standard program code; and
a database management layer, the database management layer comprising at least one database which communicates with the UI application, wherein access to the database is based on an agreed-upon schedule and price.

The present invention provides a method and system for providing a database. In

accordance with the present invention, the method comprises accessing the database over a

public network by a browser without downloading database software. The method further

comprises controlling access to the database based on an agreed-upon schedule and price. In

accordance with the present invention, the database comprises a presentation layer, the

presentation layer including a browser, a web server coupled to the public network and a web

application platform coupled to the web server. The database includes an application layer

comprising a user interface (UI) application. The UI application is executed on the web

application platform and is capable of communicating with the browser through a standard

program code. Finally, the database service includes a database management layer. The database

management layer includes at least one database, which communicates with the UI application.

Accordingly, a database can be managed centrally while resources of the database can be

consumed individually and globally. An end user or a consolidator of users purchases database

services from the database provider based on mutually agreed-upon criteria between a provider of the database and the user. Parameters used to calculate billing may include the amount of computing resources, say disk, allocated to the end users, the network bandwidth made available to them for use, or optional management services like back-up, restore, performance tuning, etc. (Summary.) Bowman does not teach or suggest these features, as discussed below.

Bowman discloses a system and method for delivering services via a globally addressable interface. A plurality of interfaces is provided with access allowed to a plurality of different sets of services from each of the interfaces. Each interface has a unique set of services associated therewith. Each of the interfaces is named with a name indicative of the unique set of services associated therewith. The names of the interfaces are then broadcast to a plurality of systems requiring service (Summary).

However, Bowman does not teach or suggest a database, "wherein access to the database is based on an agreed-upon schedule and price," as recited in amended independent claim 23. Applicants agree with the Examiner that Bowman does not explicitly state that database services are provided at an agreed-upon price and schedule.

Applicants respectfully submit that the present invention would not have been obvious in view of Bowman. Bowman mentions a "schedule." However, the schedule of Bowman is not a schedule for accessing a database but is instead a schedule for playing multimedia components such as audio, video, text, etc. where the schedule determines "whether they should be played together or sequentially" (column 42, lines 24-34). Bowman also mentions "cost." However, Bowman discusses general reductions in distribution costs (column 20, lines 50-53, column 26, lines 12-19), and more specific reductions in costs associated with "automating processing of

forms across local and wide area networks" (column 38, lines 7-11) and the "potential cost of increased coupling between components" (column 123, lines 46-58). Clearly, the costs discussed in Bowman is not the same as the agreed-upon price for accessing a database of the present invention. Combining the schedule and costs as discussed in Bowman would not provide accessing a database "based on an agreed-upon schedule and price," as recited in amended independent claim 23, but would instead provide a possible way to reduce costs when playing multimedia components. Therefore, Bowman does not teach or suggest the combination of steps as recited in amended independent claim 23, and this claims are allowable over Bowman.

Independent claim 27

Similar to independent claim 23, amend independent claim 27 recites a database, "wherein access to the database is based on an agreed-upon schedule and price." As described above, with respect to amended independent claim 23, Bowman does not teach or suggest this feature. Accordingly, the above-articulated arguments related to amended independent claim 23 apply with equal force to claim 27. Therefore, claim 27 is allowable over Bowman for at least the same reasons as claim 23.

Claim Rejections - 35 U.S.C. §103

The Examiner has stated:

> Claims 1-22, 28-43 are rejected under 35 U.S.C. 103(a) as being unpatentable over Bowman-Amuah (Bowman), US 6,289,382, 11 September 2001.
> As to claim 28, the aspects of Internet service technologies that place s ftware in a variety f levels and thus do not require d wnloading in some sense are taught by at least in terms of Netcentric applications launched from a Browser

[COL 36 lines 42-51] and architecture functions that perform services such as database calls [COL 100, lines 52-54]. ...

Bowman address the use of schedules and prices in a number of ways, and the costs of devel ping, maintaining, and using services are discussed r peatedly. ...

Bowman d es n t explicitly state that database services are provided at an agreed-upon price and schedule, but clearly client and provider must agree implicitly or explicitly on price and schedule in order to create a business exchange. One application of this principle is set forth at COL 113 lines 47-56, where delivery costs may affect the transmission of reports. It would have been obvious to one of ordinary skill in the art at the time of the invention to deliver services with an agreed-upon price and schedule in order to promote mutual satisfaction in a business transaction.

The elements of claims 1-8 are rejected in the analysis above and these claims are rejected on that basis.

As to claims 9-22, Bowman teaches the use of authentication, including passwords, at a number of places [COL 52, Security 1410, lines 16-60; COL 64 lines 3-7]. These citations note that well known prior art system include security.

Bowman does not provide the handshake details of the claims. It is considered that these are so well known in the art that inclusion of them into the Specification of Bowman is not required for enablement and would inflate the text unnecessarily.

Using claims 9-12 as an example, these claims correspond to restricted access to a database using SQL statements from a window system. Microsoft Windows is a preferred embodiment [COL 10 lines 18-44]. The use of SQL is explicitly noted in conjunction with at least Oracle databases and Microsoft DB2, COL 49 lines 13-47.

It would have been obvious to one of ordinary skill in the art at the time of the invention to implement authenticated access to database services using SQL from Windows with standard handshaking steps as claimed because it is inefficient and costly to devise a customized system. There is nothing unique in the process steps and support as claimed.

The elements of claims 13-22 and 29-43 are rejected in the analysis above and these claims are rejected on that basis.

Applicants respectfully traverse the Examiner's rejections. Similar to independent claim 23, amend independent claims 1, 5, 9, 16, and 28 recite a database and "controlling access to the database based on an agreed-upon schedule and price." As described above, with respect to amended independent claim 23, Bowman does not teach or suggest this feature. Accordingly, the above-articulated arguments related to amended independent claim 23 apply with equal force to claims 1, 5, 9, 16, and 28. Therefore, these claims are allowable over Bowman for at least the same reasons as claim 23. Claims 29 and 36 recite a database and "controlling access to the database based upon a mutually agreed-upon criteria between a provider of the database and the

user." Bowman does not teach or suggest access to a database based upon a mutually agreed-upon criteria such as schedule and price. Accordingly, claims 29 and 36 are allowable over Bowman for at least the same reasons as claim 23.

Remaining dependent claims

Dependent claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43 depend from amended independent claims 1, 5, 9, 16, 23, 29, and 36, respectively. Accordingly, the above-articulated arguments related to amended independent claims 1, 5, 9, 16, 23, 29, and 36 apply with equal force to claims 2-4, 6-8, 10-15, 17-22, 24-26, 30-35, and 37-43, which are thus allowable over the cited reference for at least the same reasons as claims 1, 5, 9, 16, 23, 29, and 36.
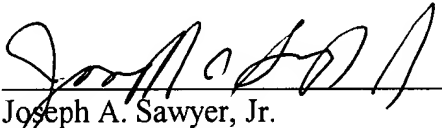
Conclusion

In view of the foregoing, Applicants submit that claims 1-43 are patentable over the cited reference. Applicants, therefore, respectfully request reconsideration and allowance of the claims as now presented.

Applicants' attorney believes that this application is in condition for allowance. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

Respectfully submitted,

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